

A. G. Contract No. KR94 3028TRN  
ECS File No.: JPA 94-268  
Project: P4494 01P  
Section: Bicycle Safety

**AGREEMENT**  
**BETWEEN**  
**THE STATE OF ARIZONA**  
**AND**  
**SUNRISE OPTIMIST CLUB OF CASA GRANDE**

THIS AGREEMENT is entered into 15 March, 1995,  
between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and the SUNRISE  
OPTIMIST CLUB OF CASA GRANDE, acting by and through its  
PRESIDENT and BOARD OF DIRECTORS (the "Optimists").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Optimists is empowered to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Optimists.

3. The Federal Highway Administration has provided planning and research (SPR) State administered grant funds for various safety programs, including, but not limited to, bicycle safety education and related applications. The State has evaluated and approved a grant in the amount of \$800.00 for the Optimists.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## II. SCOPE

### 1. The Optimists will:

a. Invoice the State for grant funds in the amount of \$800.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

### 2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the Safe Kids \$800.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the Optimists by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The Optimists agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

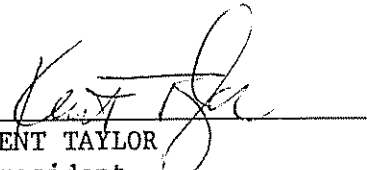
Sunrise Optimist Club of Casa Grande  
Attn: President  
PO Box 10937  
Casa Grande, AZ 85230

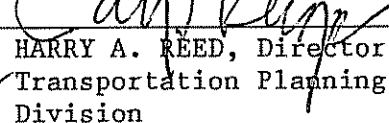
7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**SUNRISE OPTIMIST CLUB**  
of Casa Grande

**STATE OF ARIZONA**  
Department of Transportation

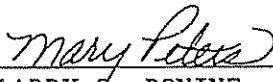
By   
KENT TAYLOR  
President

By   
HARRY A. REED, Director  
Transportation Planning  
Division

RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
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LARRY S. BONINE  
Director